



STATE OF TENNESSEE
DEPARTMENT OF HUMAN SERVICES

**REQUEST FOR PROPOSALS # 34501-13820
AMENDMENT # 4
FOR QUALITY ASSURANCE (QA) SERVICES**

DATE: April 17, 2020

RFP # 34501-13820 IS AMENDED AS FOLLOWS:

1. This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.

EVENT	TIME (central time zone)	DATE
1. RFP Issued		February 21, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	February 28, 2020
3. Notice of Intent to Respond Deadline	2:00 p.m.	March 4, 2020
4. Written "Questions & Comments" Deadline	2:00 p.m.	March 11, 2020
5. State Response to Written "Questions & Comments"		April 17, 2020
6. Response Deadline	2:00 p.m.	April 29, 2020
7. State Completion of Technical Response Evaluations		May 14, 2020
8. State Schedules Respondent Oral Presentation		May 14, 2020
9. Respondent Oral Presentation	8 a.m. – 4:30 p.m.	May 18 to May 22, 2020
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	May 26, 2020
11. Cost Negotiations (Optional)		May 26 to May 29, 2020
12. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	June 2, 2020
13. End of Open File Period		June 9, 2020
14. State sends contract to Contractor for signature		June 9, 2020
15. Contractor Signature Deadline	2:00 p.m.	June 12, 2020

2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

#	RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
1	RFP, Section 6.3	34	Without recording any additional rates, could the Contractor include a cost narrative? If yes, please edit the RFP to allow for adding a brief cost narrative.	All relevant information should be contained in the response but be sure to not include cost numbers in your technical response or you will be deemed non-responsive.
2	RFP, Section 6.3	34	In order to allow a more cost efficient proposal, will the State allow more flexible editing of the roles, FTEs and hour total in the Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet? If yes, please provide an updated Attachment 6.3.1.	The State will not edit the Cost Proposal at this time
3	RFP, Section A.10 (h)	49 of 79	The RFP calls for "Compliance with State Security Policies and Procedures. The Contractor shall comply with all State security policies." The RFP states the link to the policies are published at, but the link doesn't work. Please send corrected link or post documents. https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-V%202.4_Final.pdf .	https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-V%202.4_Final.pdf is the updated link.
4	3.1.1.1.	8 of 79	Would the State confirm it's permissible for bidders to place the RFP Attachment 6.2 Technical Response & Evaluation Guide 5table on our proposal response template w6ith headers/footers which includes our organization name and proposal page numbers?	Yes, this is acceptable.
5	3.1.1.2	8 of 79	We understand proposal text must be in 12 point font but is it permissible for bidders to use smaller size font (9 point) for tables, graphics, headers, and footers?	Yes, this is acceptable.
6	3.1.2.3	9 of 79	Would the State confirm an electronic signature is permissible to use for documents requiring signatures for submission (i.e., RFP Attachment 6.1, Cost Proposal, etc.)?	Yes, this is acceptable.

7	RFP Attachment 6.3	33-34 of 79	Would the State clarify whether this scoring guide needs to be signed and submitted with our response or may we just sign and submit Attachment 6.3.1 Cost Proposal (Excel document).	The scoring guide should be signed in addition to the submission of Attachment 6.3.1
8	Attachment A	67 of 79	Would the State confirm this Attachment A (and others that follow the Pro Forma Contract) <u>do not</u> need to be signed and submitted with proposal response but are only required when awarded the contract?	Please refer to the individual attachments for the signatory requirements.
9	RFP Attachment 6.2, Section A	22 of 79	The RFP requires bidders to "Provide an official document or letter from an accredited credit bureau, verified and dated within the last three (3) months and indicating a satisfactory credit score for the Respondent (NOTE: A credit bureau report number without the full report is insufficient and will not be considered responsive.)." Since there are multiple credit bureaus, we request TDHS accept a business report from any one of the three major credit bureaus.	This is acceptable so long as it contains the full report and not just a credit score.
10	RFP Attachment 6.2, Section A	23 of 79	The State asks the Contractor to "Provide a current bank reference indicating that the Respondent's business relationship with the financial institution is in positive standing. Such reference must be written in the form of a standard business letter, signed, and dated within the past three (3) months". Would the State confirm that a copy of the letter is sufficient for submission?	Yes, a copy is acceptable.
11	RFP Attachment 6.3.1	30	We would ask the State to remove the restriction around junior and senior staff and provide some flexibility regarding the total number of FTEs and hours required for the bid. Some proposed staff are neither "Senior" nor "Junior." We request additional flexibility to customize our staff offering. We feel we are able to deliver successfully with a lower number of FTEs and annual hours. Will the State provide an updated worksheet?	The Cost Proposal templates assumed total hours worked and FTEs assigned are the State's estimates of the required resources necessary to complete contractual obligations as set forth by this solicitation. The State at this time is not entertaining changes to its estimates for this project; however, should this estimate be incorrect due to respondents capabilities and estimates this can be further explored via an amendment to the cost proposal template, yet without

				evidence to support such a change to this solicitation the State cannot change their estimates. The total costs are calculated for the contract not-to-exceed value only. Invoices will be based on actual usage.
12	RFP Attachment 6.2.	26 of 79	When the State refers to “Completed Projects” does that preclude the Contractor from including projects we are currently working on (i.e., long-term engagements with completed milestones, phases, or projects that have received contract renewals). We would ask that these type of projects be allowed as references.	Respondents are precluded from including projects that are currently being worked on by the respondent. The State in its sole discretion has determined that these types of projects are not allowable as references as based on the requirements of the RFP.
13	RFP Attachment 6.2.	26 of 79	The bid requires that no references from current or former state employees are submitted. Does that only pertain to the State of TN's former or current employees or all US state employees?	State Employees in this instance refers to State of Tennessee employees. Vendors can use references from other State Governments.
14	RFP Attachment 6.3	33-34	Is a PDF version of the Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet acceptable as the final submitted product?	Respondents may submit a PDF version in addition to the actual Excel file.
15	RFP Attachment 6.6. Section A.13.	50 of 79	Warranty: Can the State clarify how QA deliverables provided under the RFP Contract are to be measured as Defect-free?	RFP Attachment 6.6. Section A.13. defines a “Defect” as “any nonconformance of the goods or services to the terms and conditions of this Contract”. QA deliverables would be measured as “Defect-free” if there are no nonconformances relative to the terms and conditions of the Contract.
16	RFP Attachment 6.6 Section D.32	59 of 79	Insurance: Would the State expand on what is meant by acceptable to the State for this requirement?	An insurance company is acceptable to the State if it is authorized to do business in the State of Tennessee by the Tennessee Department of Commerce and Insurance, and rated A- / VII or better by A.M. Best.
17	RFP Attachment 6.6 Section D.32	59 of 79	Insurance: Would the State be open to eliminating the requirement for State's approval of any deductible or self-insured retention (“SIR”) over fifty thousand dollars?	Yes, so long as the Contractor clearly understands that any deductible or SIR and any premiums are the Contractor's sole responsibility and that the insurance requirements in D.32 do not in any way reduce any liability the Contractor has assumed under

				this Contract including any indemnification or hold harmless requirements.
18	RFP Attachment 6.6 Section D.32	59 of 79	Insurance: Would the State be open to eliminating the requirement for the Contractor to provide a copy of the umbrella insurance policy to ensure that no aggregate limit applies to the umbrella policy for that coverage if the deficient underlying policy is for a coverage without aggregate limits?	Yes, if umbrella coverage is used to meet coverage requirements, the State would be satisfied with the identity of the carrier, coverage limits, policy period, and NAIC # being provided on the COI.
19	RFP Attachment 6.6 Section D.32	59 of 79	Insurance: Would the State be open to eliminating the lead times for Contractor to provide the COI and accept the COI upon the Effective day and upon renewal or replacement of coverage?	Maybe. Typically, coverages are renewed and/or replaced at least thirty (30) days in advance of due dates.
20	RFP Attachment 6.6 Section D.32	59 of 79	Insurance: Would the State be open to eliminating the right to require complete, certified copies of all required Insurance policies?	Yes. The State would propose the following alternative language: "In the event of a claim from a third party naming the State of Tennessee with allegations arising directly out of the products and/or services rendered by the Contractor, the State of Tennessee reserves the right to request the Contractor to provide access to any and all policy(ies) required by these insurance requirements, including all endorsement(s), within 30 business days of such request. Contractor will be permitted to redact any references or endorsements to other customer (non-State of Tennessee) information before providing access to the policies."
21	RFP Attachment 6.6 Section D.32	60 of 79	Insurance: Would the State be open to accepting only insurance obligation (2) - the minimum insurance coverage requirements and policy limits shown in this Contract and State not entitled to the insurance proceeds in excess of or broader than the minimum required coverage and minimum required policy limits, which are applicable to a given loss?	Yes, this is agreeable to the State.
22	RFP Attachment 6.6 Section D.32	60 of 79	a. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance: Would the State be open to the Contractor maintaining technology professional liability (errors &	Yes, this amount of coverage would be acceptable to the State.

			omissions)/cyber liability insurance appropriate to the Contractor's profession in an amount not less than five million dollars (\$5,000,000) ?	
23	RFP Attachment 6.6 Section D.32	60 of 79	<p>a. Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance:</p> <p>Would the State be open to the Contractor's technology professional liability (errors & omissions)/cyber liability insurance coverage for data breach response expenses in an amount less than five million dollars (\$5,000,000)?</p>	Please see response to question 22.
24	RFP Attachment 6.6 Section D.33	60 of 79	b. Commercial General Liability ("CGL"): Insurance: Would the State be open to restricting the general aggregate limit to twice the required occurrence and eliminate options of it applying either separately to this policy or location of occurrence?	Yes, this is acceptable to the State.
25	RFP Attachment 6.6 Section D.32	61 of 79	<p>e. Crime Insurance:</p> <p>Would the State be open to eliminating requirement of 'no less than two (2) years' for Contractor's crime insurance policy extended reporting period with respect to events which occurred but were not reported during the term of the policy, and not contain a condition requiring an arrest or conviction?</p>	No, the State would insist on tail coverage from the Contractor for events that may have occurred but only come to light after the contract has expired.
26	RFP Attachment 6.6 Section D.32	61 of 79	<p>e. Crime Insurance:</p> <p>Would the State be open to eliminating the requirement to contain a Social Engineering Fraud Endorsement with a limit of not less than \$250,000 in Contractor's crime insurance policy?</p>	No, social engineering fraud is probably the most significant risk and threat to cyber liability security and the State needs protection from the unauthorized transfer of information to a fraudulent party.
27	C.1	28	In order to explain our understanding of the State's Project Schedule we need information on the proposed schedule. In which sections of the RFP is this documented?	The State Project Schedule is discussed at high level in section A.5. of the Pro Forma Contract and further expanded upon in Appendix 1. More detailed scheduling will occur at the result of the successful award of this solicitation depending on the contractor's proposal.

28	A.7	7	The QA vendor is required to identify cross project/staffing constraints that could cause delays (A.3.b.iii). Does the State plan to include resourcing in project schedules and the Integrated Master Schedule?	The State does not intend to include resourcing in project schedules and the Integrated Master Schedule for this solicitation for QA services.
29	Section 1.1	2	Does the State have a timeline for any other procurements to be released as it relates to FA, CC, or Child Support program?	The State declines to release a timeline for other procurements through the Questions and Comments round for this QA services RFP.
30	General	N/A	Are there any other vendors precluded from responding to this RFP?	<p>The guidelines set forth in this RFP are the governing principles that determine qualified respondents to this solicitation.</p> <p>Please note the information in A.4 of Attachment 6.2: “the Respondent, if awarded a contract from this RFP, shall not serve as a contractor for, or subcontract for, any Tennessee Department of Human Services Enterprise System Modernization service that is not specifically for QA through the duration of the ESM program rollout.</p>
31	Appendix 1	33	What are the anticipated dates for Child Support Phase 1 and Child Support Phase 2 activities?	At this time the State will not release specific information regarding other ESM components. This solicitation is solely for QA services as it pertains to the ESM initiative. Unless this will materially affect respondent’s ability to respond to this solicitation; however, in the State’s determination this information will not be required to respond to this solicitation.
32	Appendix 1	33	What are the anticipated dates for Family Assistance and Childcare services projects?	Please see the response to question 31.
33	Appendix 1	33	Will Child Support, Family Assistance (FA), and Childcare (CC) project activities be scheduled consecutively or concurrently? If consecutively, are Child Support activities planned before or after FA and CC activities?	Please see the response to question 31.

34	Attachment 6.3.1 Cost Proposal, Tab #3		Vendors are to input the hourly rate for senior and junior positions for this project. The cost proposal template has the FTE and the hours predefined in the cells and vendors cannot change those numbers. If the vendor does not think those FTE and/or hours are correct to support this scope of work, can those numbers be changed to reflect a more accurate picture of the effort for this project?	The Cost Proposal templates assumed total hours worked and FTEs assigned are the State's estimates of the required resources necessary to complete contractual obligations as set forth by this solicitation. The State at this time is not entertaining changes to its estimates for this project; however, should this estimate be incorrect due to respondents capabilities and estimates this can be further explored via an amendment to the cost proposal template, yet without evidence to support such a change to this solicitation the State cannot change their estimates.
35	Attachment 6.6	PDF page 41 Pro Forma Contract	Is it the State's intention to have responders fill in the "contractor" fields and signature lines of the Pro Forma Contract and submit with the response submission?	The red text in the Pro-Forma contract will be filled in upon the successful award of the contract through this RFQ, the contractor is not obligated to fill and sign the pro-forma contract in their response to this solicitation.
36	Attachment B	Pg 66	Please confirm the vendor is not responsible for liquidated damages in the event a third party outside of the vendor's control is responsible for delaying portions of material that cause delay in finalizing the delivery of items identified in this section.	Please refer to the terms and conditions of the Contract and contained in Attachment B.
37	Attachment 6.2, Section B, Item B.17	PDF pg 26	The RFP language states, "customer references from individuals who are not current or former State employees". Can you please confirm that the use of "State employees" is refereeing to State of Tennessee employees and that vendors may use references from other states?	The State can confirm that State Employees, in this instance, refers to State of Tennessee employees. Vendors can use references from other State Governments.
38	Section 1.1	PDF pg 2	The RFP statement of purpose outlines the intention to modernize the legacy technology platform systems. a. Can the State please share the overall project timeline? b. Will any of the projects be running concurrently?	a. The overall project timeline is 21 months. b. Yes, projects will be running concurrently.
39	Attachment 6.3 – Cost Proposal &	33	What cell are we to put our Proposed Cost in? The blank cells are all under the heading "State Use Only".	Cost proposals will be submitted through the cost proposal template attached to the RFQ. The RFQ attachment 6.3 Cost Proposal & Scoring Guide is to be filled out by

	Scoring Guide			the State upon evaluation of the cost proposals submitted by respondents.
40	Attachment 6.3 – Cost Proposal & Scoring Guide	33	We assume that the red letters “RFP 5.1 NUMBER” should be “20”. Is this assumption correct?	Yes, the text in the red font should be changed to 20.
41	Attachment B – Liquidated Damages	28	In this section does “per day” refer to calendar day or business day?	Business day.
42	1.1	2	At paragraph two states, "Key areas of focus for the new business model include customer centricity, process improvement, and integration of services across the agency." Would change management services be included as well in scope?	Change management services are not included in the scope of services for this solicitation.
43	1.7	5	A Pre-Response Conference is mentioned and will be held at a time that is detailed in RFP Section 2, Schedule of Events. A Pre-Response Conference is NOT listed in Section 2. Will this conference be held and when? Was this an omission or will there be a follow up?	There will not be a Pre-Response Conference.
44	4.10	15	All goods or services are subject to inspection and evaluation by the State. The State will employ all reasonable means to ensure that goods delivered, or services rendered are in compliance with the Contract, and the Contractor must cooperate with such efforts. What is the Departments process to evaluate or measure the goods and services delivered and how often does this process occur?	The Departments process is one of Review and Sign-off on received goods or services, this process occurs in every instance of deliverables being fulfilled by the contractor. Please also see RFP Attachment 6.6, Section A.6. Deliverable Expectation Documents. For additional information about deliverable expectations.
45	Tech Response Evaluation Guide	28	C1 Project Understanding; "Provide a narrative that illustrates the respondent's understanding of the State's requirements and project schedule...". Question, is there a separate requirements document or draft schedule to review or is this just listed in the full document throughout?	The State's requirements and project schedule are described in this solicitation as posted, there are not separate documents detailing these expectations.
46	Section 5	18	In 5.2.1.5.1, is there or will there be a standard format or template required for oral presentations? If so, can you please provide?	Please refer to RFP Section D for information related to Oral Presentations.

47	Section A. 10	8	Workforce Requirements - are there any expectations of what "sufficient numbers" means in terms of a staff? Can the State provide an understanding of expected or forecasted number resources?	The State has left the determination of what "sufficient numbers" in terms of vendor staff up to the respondent. The respondent is responsible for listing what these staffing requirements would be in order to ensure efficient completion of all responsibilities within this contract in their response to this solicitation. The State at this time does not have an expected or forecasted number of resources to provide to vendors.
48	Legacy Systems	35	Are current state, system diagrams, last testing/compliance documents available to Contractor?	Current State, system diagrams, last testing/compliance documents are not available to the contractor.
49	General	N/A	Are there other "ESM Solution service" procurements planned besides QA and Implementation vendors, such as PMO or Quality Assurance? If so, what is the schedule for the release of other procurement so we can evaluate? opportunities we would be precluded from.	The State declines to release information on other procurements through the questions and comments of the QA services solicitation.
50	Pro Forma Section C.5	25	Are we correct that invoices will be submitted on a monthly basis and cover the hours incurred for each calendar month?	Yes.
51	Pro Forma Section B	24	Term of Contract – Are we correct that our fees for any Renewal Options and/or Term Extensions will be paid according to proposed hourly rates as approved in advance by the State?	Yes.
52	General	N/A	Will each vendors Q&A service proposal (Technical and Cost) be made public for inspection after the award? And to only those companies who respond, or to anyone who submits a request?	All responses will be available for public inspection following a request either during the open file period or after.
53	Attachment 6.2 A.3	19	Respondent is a privately held company and as such, we believe a credit bureau report or similar document would contain our confidential information which we would not want disclosed publicly. Would the State allow Respondent to submit its credit bureau report (or	The credit report is a mandatory requirement that should be submitted as a part of the technical response as outlined in the RFP.

			similar information) if/when it is selected as a winning bidder?	
54	General	N/A	Respondent respectfully requests that the State include a clause in the Contract in order to protect Contractor's confidential information (including Contractor's products, processes, methodologies, and technical knowledge) shared with the State from disclosure.	Please refer to Section 4.8 of the RFP.
55	Pro Forma Section A.29	24	Respondent respectfully requests a standard disclaimer of warranties be added to this section to exclude any warranties not expressly made in the Contract.	The State is not entertaining redlines at this time.
56	Pro Forma Section C.1	24	Respondent respectfully requests that the State disclose the amount of the Maximum Liability for the Contract.	The maximum liability of this contract will be determined through the RFP process and will be posted upon the successful award and execution of the contract.
57	Pro Forma Section D.32	34	In reference to the statement that <i>"Any deductible of self-insured retention ('SIR') over fifty thousand dollars (\$50,000) must be approved by the State"</i> . Respondent's SIR on its Professional Liability policy is \$100,000; therefore, Respondent respectfully requests State's approval of its Professional Liability SIR.	If the Contractor clearly understands that any deductible or SIR and any premiums are the Contractor's sole responsibility and that the insurance requirements in D.32 do not in any way reduce any liability the Contractor has assumed under this Contract including any indemnification or hold harmless requirements, the State is okay with eliminating this requirement.
58	Pro Forma Section D.32	34	In reference to the statement that "All policies must contain an endorsement for a waiver of subrogation in favor of the State". Respondent respectfully requests that the State exclude the Professional Liability and Crime Liability coverages from this requirement as endorsements for waiver of subrogation may not be commercially available from Respondent's insurance carriers.	The State is agreeable to excluding PL and CL from the requirement of waiver of subrogation.
59	Pro Forma Section E.6	37	Contractor Hosted Services Confidential Data, Audit and Other Requirements) – Please describe the State's plans for the transfer and storage of any Confidential State Data or other sensitive information.	The State will not require the contractor to host and/or store any State information on the contractor's systems.

			For example, will the State require the Contractor to host and/or store any State information on Contractor's systems? If so, how will such information be transferred to Contractor?	
60	Pro Forma Section E.17	37	Respondent respectfully requests the inclusion of a new clause in Section E (Special Terms and Conditions) to address Contractor's ownership of pre-existing and/or independently developed materials. Suggested language for consideration below: <i>Contractor (or its subcontractor), as the case may be, shall retain ownership of its pre-existing and/or independently developed intellectual property rights ("Contractor Pre-Existing Materials"). For materials that are delivered under the Contract, but that incorporate Contractor Pre-Existing Materials not produced under the Contract for the State, Contractor hereby grants to the State a nonexclusive, royalty-free, right to copy, perform, display, execute, reproduce, and modify such Contractor Pre-Existing Materials."</i>	The State is not entertaining redlines at this time.
61	General	N/A	Please confirm there are no travel and travel expense requirements beyond	The State can confirm that there are no travel and travel expense requirement beyond what is listed in the RFP as posted.
62	Automobile Liability Insurance D.32 d.	21	Please clarify the requirement for automobile liability insurance.	If a motorized vehicle will be used in the conducting of any of the duties and responsibilities under the contract, the Contractor must have automobile liability insurance coverage for bodily injury/property damage of not < \$1,000,000 per occurrence or single limit.
63	Technology Professional Liability, a.	20	Please clarify data breach response expenses of \$10M.	While each cyber liability policy may describe the expenses differently, typically these expenses are for (1) notifying the customer of a data breach; (2) handling of public relations fallout from data breach; (3) assisting in finding the source of the data breach; (4) cost of credit monitoring of customers; (5) data breach investigation costs of 3 rd parties; (6) fines and/or penalties imposed by regulatory bodies; (7)

				handling of claims and lawsuits from aggrieved customers; and (8) reimbursement for any hardware/software damage costs.
64	Pro Forma Contract Section A.5.a	34	In reference to “all of the ESM Project vendors”, do you have a list of the other ESM Project vendors, or at least the roles, that will be included in the Master Project Plan.	The State may provide this information to a bidder upon award, if required, as this information is subject to change. However, Appendix 1: ESM Background and Vision, Section 2. ESM Roadmap outlines some potential ESM system components.
65	Pro Forma Contract Section A.5.a	34	In reference to “all of the ESM Project vendors”, there was a previous RFP for an Independent Verification and Validation (IV&V) vendor for the ESM Project/Program. Will there be another RFP coming for an IV&V vendor? If so, is there a target timing for that RFP?	The State declines to comment on other procurements through the question and comments of this QA services solicitation.
66	Pro Forma Contract, Section D.32	19	In reference to the statement that “All policies must contain an endorsement for a waiver of subrogation in favor of the State”. Respondent respectfully requests that the State exclude the Professional Liability and Crime Liability coverages from this requirement as endorsements for waiver of subrogation may not be commercially available from Respondent’s insurance carriers.	The State is agreeable to excluding PL and CL from the requirement of waiver of subrogation.
67	A.6	23	Will the State please clarify if Respondents may reference projects providing IV&V services (rather than QA services) for large-scale system implementations?	No. These are different activities.
68	A.10	48	Is the State open to the Contractor providing services using a combination of on-site and off-site time? For example, in our experience, some QA tasks (such as review of project artifacts and deliverables and development of reports) may be performed off-site without impacting quality or effectiveness.	Yes.
69	A.10e	49	Rather than having only two senior team members (i.e., a Project	The RFP indicates that the Contractor shall fill all of the

			Manager and a Quality Assurance Manager), is the State open to a team-based approach (e.g., having two individuals share the Quality Assurance Manager role, and/or having a part-time Quality Assurance Manager and a part-time Quality Assurance Analyst?	identified Key Personnel positions (i.e., a Project Manager and a Quality Assurance Manager) “with personnel who are dedicated one hundred percent (100%) to providing the services required in this Contract”. The Respondent is allowed to propose more than two individuals in the two Key Personnel roles as long as the individuals are 100% dedicated to the project.
70	Pro Form Contract Section A.3.b.iV: Schedule Performance	5	This section states, “Assess the activities and progress of all phases of the ESM projects with emphasis on User Acceptance Testing, pilot implementation, and statewide implementation.” Emphasis of quality assessments on the late phase tasks referenced in the requirement may limit the ability to identify and resolve quality issues during the requirements and design phase where mitigations are less costly to implement and require less rework. Why does the State emphasize these tasks?	These are key deliverables from the vendors of the ESM projects.
71	Pro Forma Contract Section A.3.c.i: Financial Performance	5	This section states, “Monitor earned value management (cost performance index). Review and analyze ESM projects’ financials, including planned vs. actual costs.” Will all relevant costs be made available to the QA vendor to perform CPI analysis?	Yes.
72	Pro Forma Contract Section A.3.g.i: Meeting Attendance	6	This section states, “Attend meetings with the ESM projects vendors when requested by the State.” We assume the State will provide notification of a required meeting with reasonable advance notice. Is this assumption correct?	Yes, this is correct.
73	Pro Forma Contract Section A.6: Deliverable Expectation Document	7	Does this section cover QA vendor deliverables, or DEDs for ESM vendor deliverables?	This section refers to the QA vendor’s deliverables.
74	Pro Forma Contract Section A.7.b: Schedule	7	Estimated and actual task hours are often not available from vendors operating under fixed priced contracts. Will the State require ESM vendors to provide all requisite information to complete this QA responsibility?	Some ESM vendors will be contractually required to provide this information and the Contractor shall be responsible for reporting the hourly information for these vendors

75	Pro Forma Contract Section A.7.c: Critical Path	7	Will the State require ESM vendors to specify tasks with enough fidelity to identify and track the program critical path?	Yes
76	Pro Forma Contract Section C.3: Payment Methodology	11	The table describes an hourly billing methodology not to exceed a Monthly Maximum Amount. Does this conflict with C.5 which implies a deliverables-based invoice process?	The Contractor shall be paid according to the terms stated in Section C.
77	Attachment 6.3, Section A.3	22	Does a recent D&B report qualify as an official document from an accredited credit bureau?	Yes, submission of the full report is acceptable.
78	Attachment 6.3, Section A.6	22	This section states that bidders should detail one completed project; completed within the past four years. The last bullet of this section requires bidders to indicate the status of the project as of the proposal submission (complete, in progress, etc.). Does the project need to be totally complete or can phases of it be complete (such as some systems fully implemented while others are still being implemented or currently in maintenance and operations (system implemented but QA project is not complete yet)?	Please see the response to question 12.
79	Attachment 6.3, Section B.15(c)	25	Does the State have goals for utilization of minority-owned, woman-owned, service-disabled veteran-owned, businesses owned by persons with disabilities, and small businesses	The State has goals, but it is not a factor in the scoring process.
80	Attachment 6.2, Section C.8(d)	30	Is the "Project Management Team" referring just to the staff assigned to project management (Project Manager, QA Project Manager) responsibilities or does the State want roles and responsibilities for the entire project team?	Please include the entire proposed team.
81	Cost Proposal Template, Tab 3 Pricing		The cost proposal template defines the number of staff as 2 Senior FTEs and 1 Junior FTE. It is typical on a project of this nature that involves knowledge in a large number of subject matter areas to provide key full time staff to support the day-to-day activities that may have some subject matter expertise, but also to augment those staff with as-needed Subject Matter Experts (SME). As designed, the cost proposal template	Total hours in RFP were 6,240. Hours will not change but number of staff to fulfill those hours can.

			does not accommodate the use of as-needed staff. While it appears that additional Senior positions can be added to the cost template, their rate(s) would be weighted the same as Project Manager and the Quality Assurance Manager rates in the average calculation and potentially skew the averaged rate used in the calculations in Table 2. Would the State consider modifying the cost table to accommodate part time resources separate from the three primary roles?	
82	Attachment 6.6, Section D.32.a.1		Would the State consider limiting the per occurrence and annual aggregate amount of insurance for Technology Professional Liability (Errors & Omissions)/Cyber Liability Insurance to \$5 million based on the nature of services requested in the RFP?	See the response to Question 22.
83	Attachment 6.6, Section D.32.a.2		Would the State consider lowering the minimum amount of insurance for data breach response expenses to \$1.5 million based on the nature of services requested in the RFP?	See the responses to Questions 23 and 63.
84			What is the type of development methodology (e.g., Waterfall, Agile, Hybrid) followed by the project? How frequently are releases deployed into production?	TDHS is not prescribing a specific methodology for the development activities. The methodologies used by each ESM vendor will be shared with the Contractor during project planning.
85			What systems are used by the department to record and store artifacts related to requirements, defects, budget and scheduling, and risk and issues?	JIRA, Planview, and reporting docs (Powerpoint, Word) as well as our ESM Sharepoint Site.
86	RFP Section 1.7	5	The RFP indicates (Section 1.7 on Page 5) that a Pre-response Conference will be held at the time and date detailed in the RFP Section 2, Schedule of Events. We did not see a date and time mentioned for the Pre-Response Conference. Are you planning to hold this?	Please see the response to question 43.
87	A6	23	In Section A.6 on page 23 of the RFP, there's a request to provide a written attestation that the Respondent has successfully completed at least one (1) large scale system QA contract". Since the respondent must have completed this work within the last four years and since many QA contracts are multi-year contracts which get	Please see the response to question 12.

			renewed after each year, can we obtain the attestation from ongoing projects?	
88			Does the Quality Assurance scope involve review of security architecture and design, role and access mapping and testing?	No, it does not.
89			Does the Quality Assurance scope involve review of organizational change management work products, training effectiveness and adoption of new software products?	No, it does not.
90	A5		In Section A5 there is a requirement stating "The State will provide the Contractor with all of the ESM project vendors' Project Plans that are available. The Contractor shall review these Project Plans and shall create a Master Project Plan that includes the work breakdown structure, any applicable milestones, and the components required by Section A.3 of this Contract". We would like to get clarification whether TN DHS expects us to create the Master Project Plan for project execution or the Master Project Plan for Quality Assurance service only?	The Master Project Plan for QA Services will address all the ESM project vendors' Project Plans and the Contractor's own Project Plan.
91			Is there an ability to negotiate a limited number of terms and conditions of the contract?	The State is not entertaining redlines at this time.
92			Is TDHS using external implementation vendors for all the components in scope of the ESM program, or is part of the implementation executed in-house? 1. We are defining the components of the ESM based on Appendix 1 Section 2 of the RFP (Enterprise Platform Part 1, Part 2 and Part 3, Child support system re-platform and modernization, Child care modernization, family assistance system modernization) 2. How many implementation vendors is TDHS using across all the components of the ESM program?	Vendors are assigned to the various ESM projects
93			What is the Software Development Life Cycle methodology that is being used by the ESM program (Agile / Waterfall / Hybrid)?	Please see the response to question 84.

			1. We have experience performing QA on both Agile and Waterfall based implementations, and we want to ensure our approach aligns with your SDLC methodology.	
94			What is the current status for each component of the ESM program? Which stage of the SDLC lifecycle are they currently in)?	Please see the response to 31-33
95			What is the expected timeline for the completion of the overall ESM program (and each component)?	Please see the response to question 38.
96			Can you describe the software development methodology that will be applied for the Enterprise System Modernization program (e.g., Agile, Scaled Agile, waterfall) for each affected system?	Please see the response to question 84.
97			The RFP references testing on the individual products, User Acceptance Testing, and Integration testing. Please confirm or correct that the scope of this RFP does not include testing of the individual products prior to User Acceptance Testing and does include User Acceptance Testing and Integration Testing of the final solution(s).	Testing will be performed by ESM project teams. QA Services ensure testing is completed
98			What size team(s) are working on each system (i.e., TANF, SNAP, Child Care Services, and Child Support Enforcement)?	Team size varies between ESM projects.

3. Delete RFP section 34501-13820 Attachment 6.3 Cost Proposal & Scoring Guide in its entirety and insert the following in its place

RFP ATTACHMENT 6.3.

COST PROPOSAL & SCORING GUIDE

NOTICE: THIS COST PROPOSAL MUST BE COMPLETED EXACTLY AS REQUIRED

COST PROPOSAL SCHEDULE— The Cost Proposal, included as RFP Attachment 6.3.1, shall indicate the proposed price for goods or services defined in the Scope of Services of the RFP Attachment 6.6., *Pro Forma* Contract and for the entire contract period. The Cost Proposal shall remain valid for at least one hundred twenty (120) days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any contract resulting from this RFP. All monetary amounts shall be in U.S. currency and limited to two (2) places to the right of the decimal point.

Respondents shall complete RFP Attachment 6.3.1, the Cost Proposal Template Excel spreadsheet. The Cost Proposal Template Excel spreadsheet contains cells for all proposed rates and staff positions anticipated in the Contract. Instructions for completing the Cost Proposal Template spreadsheet are contained in the Instructions tab and in each individual tab. Summary results from the Cost Proposal Template spreadsheet, are entered into the summary Cost Proposal table below for purposes of Cost Proposal evaluation.

NOTICE: The Evaluation Factor associated with each cost item is for evaluation purposes only. The evaluation factors do NOT and should NOT be construed as any type of volume guarantee or

minimum purchase quantity. The evaluation factors shall NOT create rights, interests, or claims of entitlement in the Respondent.

Notwithstanding the cost items herein, pursuant to the second paragraph of the *Pro Forma* Contract section C.1. (refer to RFP Attachment 6.6.), "The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract."

This Cost Proposal must be signed, in the space below, by an individual empowered to bind the Respondent to the provisions of this RFP and any contract awarded pursuant to it. If said individual is not the *President* or *Chief Executive Officer*, this document must attach evidence showing the individual's authority to legally bind the Respondent.

RESPONDENT SIGNATURE:			
PRINTED NAME & TITLE:			
DATE:			
RESPONDENT LEGAL ENTITY NAME:			
Cost Item Description	Proposed Cost	State Use Only	
		Evaluation Factor	Evaluation Cost (cost x factor)
Quality Assurance services	Total cost for the contract base term of twenty-four (24) months(\$)	1	
EVALUATION COST AMOUNT (sum of evaluation costs above):			
The Solicitation Coordinator will use this sum and the formula below to calculate the Cost Proposal Score. Numbers rounded to two (2) places to the right of the decimal point will be standard for calculations.			
lowest evaluation cost amount from <u>all</u> proposals		x 20	= SCORE:
evaluation cost amount being evaluated		(maximum section score)	

4. Delete RFP # 34501-13820 Section 1.7. in its entirety and insert the following in its place

1.7. Reserved.

5. Delete RFP #34501-13820 Section 3.2.2. in its entirety and insert the following in its place

3.2.2 A Respondent must submit ~~original Technical Response and Cost Proposal documents and copies~~ as specified **in one of the two formats** below.

3.2.2.1. Digital Media Submission

3.2.2.1.1.1 Technical Response

The Technical Response document should be in the form of one (1) digital document in "PDF" format properly recorded on its own otherwise blank,

standard CD-R recordable disc or USB flash drive and should be clearly identified as the:

“RFP #34501-13820 TECHNICAL RESPONSE ORIGINAL”

and five (5) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP # 34501-13820 TECHNICAL RESPONSE COPY”

The ~~sealed~~ customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17 ~~the only paper documents included in the document.~~

3.2.2.1.2. Cost Proposal:

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:

“RFP #34501-13820 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

3.2.2.2. E-Mail Submission

3.2.2.2.1. Technical Response

The Technical Response document should be in the form of one (1) digital document in “PDF” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. ~~properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled~~ Both the subject and file name should both be clearly identified as follows:

“RFP #34501-13820 TECHNICAL RESPONSE ORIGINAL”

~~and WRITTEN NUMBER (NUMBER) digital copies of the Technical Response each in the form of one (1) digital document in “PDF” format properly recorded on its own otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled:~~

~~**“RFP # 34501-13820 TECHNICAL RESPONSE COPY”**~~

The ~~sealed~~ customer references should be delivered by each reference in accordance with RFP Attachment 6.2, Section B.17 ~~the only paper documents included in the document.~~

3.2.2.2.2. Cost Proposal

The Cost Proposal should be in the form of one (1) digital document in “PDF” or “XLS” format or other easily accessible digital format attached to an e-mail to the Solicitation Coordinator. properly recorded on a separate, otherwise blank, standard CD-R recordable disc or USB flash drive clearly labeled Both the subject and file name should both be clearly identified as follows:

“RFP #34501-13820 COST PROPOSAL”

An electronic or facsimile signature, as applicable, on the Cost Proposal is acceptable.

6. Delete RFP #34501-13820 Section 3.2.3. in its entirety and insert the following in its place

3.2.3. For e-mail submissions, the Technical Response and Cost Proposal documents must be dispatched to the Solicitation Coordinator in separate e-mail messages. For digital media submissions, a Respondent must separate, seal, package, and label the documents and copies for delivery as follows:

3.2.3.1. The Technical Response and copies must be placed in a sealed package that is clearly labeled:

“DO NOT OPEN... RFP #[34501-13820] TECHNICAL RESPONSE FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.2. The Cost Proposal must be placed in a separate, sealed package that is clearly labeled:

“DO NOT OPEN... RFP # NUMBER COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.3. The separately, sealed Technical Response and Cost Proposal components may be enclosed in a larger package for mailing or delivery, provided that the outermost package is clearly labeled:

“RFP # NUMBER SEALED TECHNICAL RESPONSE-& SEALED COST PROPOSAL FROM [RESPONDENT LEGAL ENTITY NAME]”

3.2.3.4. Any Respondent wishing to submit a Response in a format other than digital may do so by contacting the Solicitation Coordinator.

7. RFP Amendment Effective Date. The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.